

# Terms of Service

Updated: May 09, 2024

Welcome to ArgusQuery.ai ! These Terms of Use ("Terms") govern your use of the ArgusQuery.ai which includes Application Modules (Apps), the argusquery.ai web app, and any future, Websites, Plugins, Chrome extensions and Windows/Mac software including others we make available for purchase or use, along with any of our associated software, tools, and documentation (collectively, the "Services"). These Services are products of ArgusIOT Inc., which is registered in Delaware, USA and located in Sunnyvale California, USA. The Service operates on 3rd party technology (such as OpenAI LLC and others) and is designed to enhance productivity and decision-making. The Services are constantly evolving with new features and improvements to provide the best possible service to its users.

These terms of service ("**Terms**") govern your (in which "**your**" and "**you**" will refer to you, your company or other legal entity) access to and use of certain Software-as-a-Service (i.e., SaaS) solutions (each a "**Service**") of ArgusIOT, Inc. ("**Argus**", "**we**", "**our**", or "**us**"). The particular Service which we will make available to you hereunder will be that which is specified in an online billing page or other ordering document which is submitted by you, accepted by us, and which references these Terms (in each case, an "**Order**"). Each Order is subject to, and governed by, these Terms. These Terms also apply if you have signed up to use our Service during a trial period. By using our Service, clicking a box indicating your acceptance of these Terms, or entering into an Order which references these Terms, you are agreeing to be bound by these Terms and acknowledge that you have reviewed and agree to Argus's Privacy Policy. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms (in which case "**you**" refers to such company or entity). If you do not agree to be bound by these Terms and our Privacy Policy, then you must not use the Service. You may not enter into these Terms, or access the Service, for competitive purposes. Should you have any questions surrounding these Terms, please contact [info@argusiot.io](mailto:info@argusiot.io)

## 1. Registration

With exception to accessing the public areas of Argus's website, when using our Service, you will be required to have your users register with their e-mail addresses. Your "**users**" are those employees and contractors who you permit to use the Service on your behalf. If authenticating to the Service using a third party account (i.e. Google Sign-In), you and your users must adhere to the authentication and rights of use set forth by such third party service. You represent and warrant that your users have the right and authority to access the Service via their e-mail addresses. Please refer to your organization's policies and practices, and those of your e-mail provider, for questions regarding their access rights and data handling practices. Argus cannot control, and is not

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responsible for, the practices or restrictions imposed by your organization and/or e-mail provider surrounding the use of the Service.

## 2. Content Within Argus

In accordance with their applicable roles and associated user permissions, your users may submit or view electronic data and information, including messages and files, to or in our Service (collectively, your "Content"). This Content may then be shared by your users, through the use of our Service, with others. When using our Service, your users control what Content they share.

You agree and warrant that you, and your users, will only upload, copy, view, modify, share or otherwise use Content on or through the Service that you, and they, have the right and authority to so use. You are responsible for securing any necessary rights from others in order for your users to use any Content belonging to them. You recognize and agree that, once your users upload or share Content through the use of our Service, such Content may be re-distributed to others who are permitted or enabled by you or your users to use the Service. Any of the individuals in this distribution stream may then view, re-distribute, copy, modify, delete, share and/or otherwise use (collectively, "**Use**") the Content and, since all such Uses are outside of the control of Argus, Argus is not responsible or liable in connection with any such Use (including any misuse) of your Content.

We are not responsible or liable for the Content you post or share via the Service. While we may access and/or review the Content and your use of the Service in order to support the operation of the Service, to determine compliance with these Terms, to comply with law, and for other purposes that we describe in these Terms and our Privacy Policy, we have no obligation to do so.

## 3. Your Responsibilities

You are responsible for: (a) ensuring the quality and accuracy of the Content; (b) ensuring that the Content, and the conduct of you and your users in connection with the use of the Service, complies with these Terms; (c) ensuring that you and your users do not upload, copy, re-distribute, modify, download, use or share Content unless you, and they, have the right to do so; (d) promptly handling and resolving any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights; and (e) maintaining appropriate security by protecting your account information (including your password and other login information) for the Service. You shall notify us immediately of any unauthorized use or loss of any of your account information or any other breach of security with respect to your use of the Service.

## 4. Our Acceptable Use Policy

In connection with your use of our Service, you and your users are prohibited from (1) accessing, tampering with, reverse engineering, disassembling or decompiling all or any part of the Service, or

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using non-public areas or parts of the Service (including source and object code), or shared areas of the Service for which you have not been granted express rights of use, or attempting to use or gain unauthorized access to our or to any third-party's networks or equipment; (2) permitting other individuals or entities to copy all or any portion of the Service; or leasing, selling, distributing, sublicensing or reselling the Service, or using the Service in an outsourcing or service bureau arrangement or otherwise for the benefit of a third party; (3) providing unauthorized access to or use of any user IDs, login keys or passwords or other account information that we may provide you to enable you to activate or access the Service; in this regard, you are expressly prohibited from using shared e-mail addresses or group e-mail addresses; (4) attempting to probe, scan or test the vulnerability of the Service or any system or network of Argus or any of our customers or suppliers; (5) interfering or attempting to interfere with any service which we provide to any user, host or network; (6) engaging in fraudulent or offensive activity, any activity which violates any applicable law or regulation or any activity which poses a security or intellectual property risk to the Service or our systems; (7) uploading, copying, sharing or utilizing any Content, or engaging in any activity, that is pornographic, obscene, harassing, abusive, slanderous or defamatory or that encourages, promotes, foment or expresses racism, hatred, bigotry, violence or sedition; (8) uploading, copying, sharing or utilizing any Content, or engaging in any activity, that infringes the intellectual property rights or privacy rights of any individual or third-party; (9) transmitting unsolicited bulk or commercial messages; (10) distributing worms, Trojan horses, viruses, corrupted files or any similar items; (11) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any Argus (or Argus supplier) facilities or systems used to deliver the Service; or (12) modifying or create derivative works of the Service. Argus may in its sole discretion determine whether your use of the Service is a violation of this Acceptable Use Policy and, if so, we may suspend or terminate your ability to use the Service. You are responsible for ensuring that your users comply with our Acceptable Use Policy and the other terms and conditions of these Terms.

## 5. Our Responsibilities

Argus is responsible for providing the Service in accordance with these Terms. We will implement commercially reasonable measures which are designed to safeguard and protect the security, confidentiality and integrity of information that you provide to or through the Service (including your Content).

## 6. Marketing and Publicity

Upon your prior written consent, which consent shall not be unreasonably withheld, Argus shall have the right to use your name and Service-related statements for marketing or promotional purposes on Argus's website and/or in other communications with existing or potential Argus customers.

## 7. Subscription Term

Your right to use the Service is provided on a subscription basis for an initial term ( the “**Initial Term**”) which is specified in the applicable Order. Thereafter, unless otherwise specified in an applicable Order, each Order will renew for successive renewal subscription periods equivalent in length to the then-expiring term (each a “**Renewal Term**”) unless either party provides written notice of its intention to not renew the Order at least fifteen (15) days prior to the end of the then-current term (i.e., either the Initial Term or Renewal Term, as applicable). Non-renewal notices to Argus shall be sent to [info@argusiot.io](mailto:info@argusiot.io) or in such other manner as is authorized under the “Notice” provision below. We can send notices of non-renewal to you at the e-mail address provided to us by a system administrator upon registration and such notification shall be deemed effective when sent. The Initial Term, and all Renewal Terms, shall constitute the “**Term**” of the Order. The Term of an Order may be earlier terminated or suspended in accordance with the provisions of these Terms.

## 8. Fees

The subscription fees due to Argus for your Initial Term and each Renewal Term will be calculated based on our then-current pricing and editions denoted on our published pricing page on our website as of the commencement of the applicable term, unless otherwise agreed to by the parties in the applicable Order or otherwise in a writing which references these Terms. You will be required to provide your contact information and select a method of payment (for example, by credit card) to process such recurring payments and any applicable taxes. Once the in advance payment is processed by Argus, the purchased features for the specified number of users will be enabled within your Argus Service account.

If not otherwise specified, all fees shall be invoiced in advance and shall be due and payable within thirty (30) days of the submission of the invoice. Invoiced amounts not paid by their due date shall be subject to a one percent (1%) per month interest fee, or the maximum amount permitted by applicable law, whichever is less. Prices do not include taxes, and You shall promptly pay, all applicable sales, use and other transactional taxes in connection with the Service, any other services or support provided, or any payments made under these Terms. All fees are committed amounts which are non-cancelable and non-refundable.

You are responsible for all costs or expenses that we or our contractors and agents incur while collecting amounts owed but not timely paid, including legal or collections fees. You will reimburse us for all of our, and our partners, costs and expenses (including collections and attorney's fees and costs) incurred in connection with enforcing any of our rights under these Terms.

## 9. Intellectual Property; Feedback

All right, title, and interest in and to the Service (excluding Content provided by you, which is owned by you), and to all software, technology, documentation, methods, processes and work product provided, used or displayed in connection with the delivery or support of the Service or related professional services, as well as all modifications, enhancements and derivatives thereof, are and will remain the exclusive property of Argus and/or its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you the right to use Argus's trademarks, logos, domain names, and other distinctive brand features. Any rights not expressly granted to you are reserved by Argus.

During the Term and subject to the terms and restrictions set forth herein, we grant you a non-exclusive, non-transferable, non-sublicensable, time-bounded, right to access and use the Service on a remote-access, subscription basis via the Internet and solely in support of your internal business operations. Due to the nature of the SaaS delivery model, the Service to which you are provided remote access hereunder shall be the version of such Service which is then generally hosted by Argus for its clients. You may only grant access to the Service to users who: (a) use the Service solely in support of your internal business operations; and (b) are bound by the confidentiality, limited use and other provisions set forth in these Terms (including their roles and associated user permissions and limitations) which are protective of the rights and interests of Argus. In addition, you shall be responsible and liable to ensure that each such user complies with these Terms.

You grant Argus, and its affiliates, employees, agents and contractors, a worldwide, royalty-free right to use your Content: (i) to provide the Service to you; and (ii) as otherwise permitted under these Terms. Such rights of use include the right to host, backup, store, display, process, reproduce, analyze, transmit and otherwise make your Content available to you and others for the purposes for which the Service is designed. We will not sell your Content to a third party, nor will we share your Content with any third party except in support or facilitation of the provision of the Service or as otherwise permitted under these Terms. We may generate and collect analytic data and metrics regarding your use (and the use by your users) of the Service and your Content ("**Analytic Data**") and use such Analytic Data in order to: (I) support, improve, develop and optimize the Service, including to develop new features; (II) inform internal business processes and strategies, and (III) create guidance and reports regarding features and usage of our Service for distribution to our customers and prospects; such Analytic Data will be de-identified and aggregated. Subject to the above conditions, the Analytic Data is owned by us.

You are responsible for obtaining all necessary rights and consents for Argus to use, process and store all Content for the purposes of providing the Service and meeting our obligations under these Terms. You are responsible for securing any necessary rights from others in order to Use any Content belonging to them.

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In the event that you submit any ideas, comments, suggestions, proposed modifications or enhancements, or other feedback relating to the Service (collectively, “**Feedback**”), we shall automatically own such Feedback without compensation to you and you hereby assign all rights in such Feedback to Argus. For clarity, Argus may use your Feedback for any purpose, and shall own any and all work product or developments created based thereon or related thereto.

## 10. Confidentiality

“**Confidential Information**” is non-public information of a party which is provided to the other party hereunder and which is either designated as confidential or of a type which should be recognized by a commercially reasonable party as confidential. Confidential Information of Argus includes the Service and its related documentation and materials, along with the terms and conditions of these Terms. The party receiving Confidential Information: (a) may use it only for purposes consistent with these Terms; and (b) may not disclose it to any third party unless such third party is accessing and using it for purposes consistent with these Terms and is bound in writing by confidentiality and limited use restrictions at least as protective in all material respect of the disclosing party as those required hereunder. The obligations to maintain the Confidential Information as confidential shall remain in place for so long as the applicable information is maintained as confidential by the owning party and shall survive termination or expiration of these Terms. The limitations on disclosure or use of Confidential information shall not apply to information which (i) is rightfully obtained by the recipient without breach of any confidentiality obligation; (ii) is or becomes known to the public through no act or omission of the recipient; (iii) the recipient develops independently without using Confidential Information of the other party; or (iv) is disclosed in response to a valid court or governmental order or as otherwise required by law, if the recipient has given the other party prior written notice (unless prohibited by law or governmental authority) and provides reasonable assistance.

## 11. Changes to Terms

Argus may revise these Terms from time to time and at our sole discretion. When such changes are effected, Argus will publish an updated version on our website [www.argusquery.ai](http://www.argusquery.ai). The updated Terms will be deemed effective with your continued use of the Service. You have rights to dispute an updated term which materially alters your rights or obligations (with exception to changes required by law) within ten (10) business days from the date of the new Terms being published, upon written notification to: [info@argusiot.io](mailto:info@argusiot.io). Please note: Your rights and access to the Service may be temporarily disrupted until such dispute is resolved between you and Argus. If we are unable to resolve the dispute within thirty (30) days of your written notification of dispute, the Service will be terminated.

## 12. Copyright Complaints

Argus respects the intellectual property of others. It is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“**DMCA**”). If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at: Copyright Agent, ArgusIOT at 733 Carlisle Way, Sunnyvale, CA 94087 or at [dmca@argusiot.io](mailto:dmca@argusiot.io). We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers.

## 13. Cancellation and Termination

These Terms remain effective until they are cancelled or terminated as set forth below:

- a) If your Order expires in accordance with Section 7 (“Subscription Term”) provision above;
- b) If the Service terminates as a result of a material change to these Terms as described in Section 11 (“Changes to Terms”) provision above;
- c) If either of us materially breaches the obligations to the other party under these Terms and fails to reasonably cure such breach within thirty (30) days of a party’s written notification to such other party of such breach. Termination under this provision shall be by written notice after the passage of such 30-day cure period without a cure having been effectuated.
- d) Notwithstanding anything to the contrary above, Argus may terminate these Terms and/or suspend your use of the Service at any time if:
  - (i) you have misused the Service; or
  - (ii) you fail to pay the applicable subscription fees and any applicable taxes in full and in a timely manner and fail to pay us for a period of five (5) business days after our written notice to you of the delinquency; or
  - (iii) Argus is required to do so by law

Termination of these Terms will terminate all Orders to which these Terms apply. Upon any termination or cancellation hereof, Argus shall then disable your access to the Service, and your rights of access and use of the Service shall cease. You must promptly (at Argus’s election) return or destroy all proprietary items and materials of Argus which are then in your possession or control. Argus will delete your Content from the Service promptly after ninety (90) days has elapsed from date of expiration or termination. As promptly as reasonably practicable after your written request which you provide to us reasonably in advance of this 90-day cutoff, we will provide an export of your Content in an industry standard format. (You are encouraged to exercise a self-export option prior to subscription termination to avoid processing delays). Argus cannot recover



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your data once deleted after the 90-day period. If you terminate for our uncured material breach pursuant to Section 13(c), we will refund any prepaid fees covering the unused remainder of the then-current subscription term. If we terminate pursuant to Section 13(c) or 13(d), you will pay any unpaid fees covering the remainder of the then-current subscription term.

The provisions of these Terms which relate to confidentiality, intellectual property ownership, indemnity, limitations and disclaimers of liability and payment obligations, along with terms which expressly or by their nature should reasonably survive termination, shall survive expiration or termination hereof.

### 14. Warranty; Disclaimer of Warranty

We warrant, for the Term of the applicable Order, and conditioned on your use of the Service in compliance with these Terms, that the Service will perform materially in accordance with our applicable published documentation that we make available to you along with the Service. In the event that we breach this warranty and are unable to remedy the breach within a reasonable period of time after being made aware thereof, your exclusive remedies are to: (a) pursue termination of these Terms for material breach pursuant to the applicable provisions of the "Cancellation and Termination" section above; and (b) seek recovery of damages caused by the breach, subject to the "Limitation of Liability" section below.

EXCEPT AS PROVIDED ABOVE, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ARGUS AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL BE UNINTERRUPTED.

### 15. Limitation of Liability

IN NO EVENT SHALL ARGUS, ITS AFFILIATES, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS OF DATA OR CONTENT, DAMAGE TO GOODWILL, OR OTHER SIMILAR LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. THE AGGREGATE AND CUMULATIVE LIABILITY OF ARGUS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS SHALL NOT EXCEED THE FEES WHICH YOU PAID TO ARGUS FOR THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INITIAL CLAIM BROUGHT BY YOU AGAINST ARGUS HEREUNDER. MULTIPLE CLAIMS SHALL NOT INCREASE THIS CAP. IF YOU RECEIVE THE SERVICE FOR NO FEE (FOR EXAMPLE, IF YOU ARE EVALUATING THE SERVICE FOR A LIMITED TRIAL AT NO FEE), THEN YOU ACKNOWLEDGE AND AGREE THAT, AS A RESULT, YOU SHALL HAVE NO RIGHT TO RECOVERY OF FEES IN CONNECTION WITH THE SERVICE.



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THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ARGUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 16. Export Control; Compliance with Laws

You are entirely responsible for ensuring that the Content, and your conduct in connection with your use of the Service, complies with all applicable laws and regulations, including but not limited to export and import regulations. You are prohibited from using of the Service or exporting any Content or technology to any jurisdiction prohibited by the United States export control laws. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government, or if such use is otherwise in violation of U.S. or other applicable law.

## 17. Indemnification

We will defend you and your employees and affiliates (“**Client Indemnitees**”) against any claim, demand, suit or proceeding which alleges that the use of the Service infringes a third party’s United States intellectual property rights, and we shall indemnify Client Indemnitees from and against any damages, losses, and costs finally awarded against them as a direct result of such third party claim. In addition, we will incur legal fees and associated legal costs which are necessary to defend such third party claim and, to the extent that we settle the claim prior to an award, we will pay such settlement amounts. As a condition of our indemnity obligation, you must promptly notify us of any such claim; grant us sole control of the defense and settlement of any such claim (which shall not include a specific or financial performance obligation on, or admission of liability by, you); and cooperate with us to facilitate our ability to settle or defend the claim. In the event of a covered infringement claim, we will exert commercially reasonable efforts to obtain for you the right to continue using the Service or to replace or modify the Service so that it is not infringing and materially similar. If these alternatives are not commercially reasonable, we may terminate the Service and, if you have prepaid for any unused Service covering periods following termination, refund that prepayment. We shall have no indemnity obligations to you if the infringement claim is caused by your modification of the Service, your use of the Service in breach of these Terms, or your use of the Service in combination with unauthorized products or services. THESE ARE OUR EXCLUSIVE OBLIGATIONS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

You agree to defend Argus, and its affiliates, employees, subcontractors and suppliers (the “**Argus Indemnitees**”), against any claim, demand, suit or proceeding brought by third parties, regarding; (a) any data or Content which is transmitted, uploaded, deleted, modified, distributed, redistributed, or copied by you or any of your users (including a claim of violation of a third party’s proprietary or privacy rights with respect thereto); or (b) your violation, or a violation by you or any

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of your users of these Terms, applicable law, rule or regulation, and you shall indemnify Argus Indemnitees against all associated damages, losses, and costs finally awarded against a Argus Indemnitee. In addition, you shall incur legal fees which are necessary to defend such third party claim and, to the extent the claim is settled prior to an award, you shall pay such settlement amounts.

## 18. Controlling Law

These Terms will be governed by the State of Delaware law except for its conflicts of law principles. The State (and, to the extent jurisdiction exists) and Federal Courts located within Wilmington, Delaware shall have exclusive jurisdiction over any and all disputes arising out, or relating to or concerning, these Terms or the Service or any site or application through which the Service is delivered.

## 19. Government

The Service may not be used by or for any governmental agency or body absent the parties first entering into a separate written agreement in advance of any such use.

## 20. Waiver, Severability, Third Party Beneficiaries & Assignment

A party's failure to enforce a provision is not a waiver of its right to do so at a later date. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. There are no third party beneficiaries to these Terms, including your users. Except as provided below, neither party may assign these Terms or any rights or obligation hereunder, without the other party's prior written consent to such assignment, which consent shall not be unreasonably withheld. However, either party may assign these Terms, without seeking or obtaining the other party's consent, to: (a) an affiliate in the event of a corporate reorganization; or (b) in connection with a merger, acquisition, or consolidation or to a third party that is acquiring all or substantially all of its assets or a controlling interest in its stock; provided that you may not assign these Terms to a company that is reasonably viewed by us as a direct competitor of Argus.

## 21. Notices

All notices must be in writing and shall be sent by first class U.S. mail (return receipt), a nationally known express or overnight courier (such as FedEx, UPS or the U.S. Postal Service) or email. Notices to Argus shall be sent to its main office, for which the current address is 733 Carlisle Way, Sunnyvale CA 94087, or, if sent by email, to [info@argusiot.io](mailto:info@argusiot.io). Notices to you shall be sent to the address listed in the Order or in these Terms or, if sent by email, to the email address provided by a system administrator upon registration. Notices delivered by mail or courier shall be deemed received on the date shown on the mail carrier's or courier's confirmation of delivery. Notices delivered by

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email shall be deemed received the next business day after it was sent unless it was returned as undelivered to the sender. Notwithstanding the above, in lieu of the notice requirements above: (a) each party may notify the other party of non-renewal of a subscription in accordance with Section 7 ("Subscription Term"); and (b) we may change these Terms as described in Section 11("Changes to Terms") above. Any notice of change in address shall also be given in the manner set forth above.

## 22. Force Majeure

Neither party will be liable to the other for any failure to perform any of its obligations under these Terms during any period in which performance is delayed by circumstances not within such party's reasonable control, such as a natural disaster, act of war or terrorism, riots, fires acts or orders of government, labor disruption, internet or telecommunication outages or interruptions, hacking or similar incidents, or power outages.

## 23. Third Party Links and Components

Any third party components which are embedded as a part of the Service shall be considered a part of the "Service" for purposes of these Terms. However, our Service may facilitate links, access or integration to other products, services, technology or websites owned or operated by third parties ("**Third Party Products**"). We have no responsibility for, or control over, these Third Party Products, all of which may have separate privacy and data collection practices, independent of Argus. At such, you access and use the Third Party Products at your own risk and we disclaim all liability related or connected to your access or use thereof.

## 24. Independent Contractors; Subcontractors.

The parties are independent contractors and are not legal partners or agents. We may provide or perform certain parts of the Service or our obligations to you hereunder through third party subcontractors and suppliers, including third party hosting providers. For clarity, we shall remain responsible for breaches of these Terms caused by any such third party.

## 25. Entire Agreement

These Terms, together with any amendments and Orders, will constitute the entire agreement between you and Argus concerning the Service and supersedes and replaces any prior or contemporaneous understandings and agreements regarding the subject matter hereof

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